



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION

OMNIBANK

PLAINTIFF

V.

CIVIL ACTION NO. 3:11cv372-CWR-FKB

MURRAY D. WIKOL

DEFENDANT

COMPLAINT

COMES NOW Anika and Associates, Inc. and OmniBank and files this Complaint against Defendant, Murray D. Wikol and further states as follows:

PARTIES

1. OmniBank is a state banking association domiciled and having its principal place of business in Jackson, Mississippi.

2. Murray D. Wikol is an adult resident of Michigan who may be served with process by serving a Summons and a copy of this Complaint upon him at 3890 Oakland Drive, Bloomfield Hills, Michigan 48301.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this Civil Action pursuant to §1332 inasmuch as (i) there exists complete diversity of citizenship between the Plaintiff and the Defendant and (ii) the matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 inasmuch as (i) a substantial part of the events or omissions giving rise to this claim occurred in this judicial district and (ii) a substantial part of the property that is the subject of this Civil Action is situated in this judicial district.

FACTS

4. On, May 1, 2007, Anika and Associates, Inc. and Murray D. Wikol jointly executed a Promissory Note ("Note") in favor of OmniBank in the original principal amount of \$2,020,039.00 payable to OmniBank. The Note bears interest at the rate of \$375.46646 per diem. On December 15, 2009, Anika and Associates, Inc. and Associate and Murray D. Wikol jointly executed a Modification, Extension, Change in Terms Agreement which extended the maturity date until April 15, 2010. On January 1, 2011, Anika and Associates, Inc. and Associate and Murray D. Wikol jointly executed a Modification, Extension, Change in Terms Agreement which extended the maturity date until January 15, 2012. A true and correct copy of the Note and Modification, Extension, Change In Terms Agreements is attached hereto as collective Exhibit "A" and is incorporated herein by reference.

5. The Note is secured by real estate located in Jackson, Hinds County, Mississippi.

6. Anika and Associates, Inc. and Murray D. Wikol are in default pursuant to the terms and conditions of the Note.

7. On May 27, 2011, Anika and Associates, Inc. filed for relief pursuant to Chapter 11 of the *United States Bankruptcy Code*, in the United States Bankruptcy Court for the Northern District of Mississippi, Case No. 11-12407-DWH.

8. As of June 6, 2011 the amount due OmniBank is \$1,930,970.38 in principal, \$31,539.18 in interest and \$3,463.99 in late fees. Interest continues to accrue on the principal balance from and after June 6, 2011 at the rate of \$375.46646 per diem (7.0% per annum). Defendant is in default.

9. OmniBank is entitled to a judgment against Murray D. Wikol in the principal

amount of \$1,930,970.38, plus interest accruing through June 6, 2011 of \$31,539.18, late fees of \$3,463.99, plus interest on said principal amount at the rate of \$375.46646 per diem (7.0% per annum) from and after June 6, 2011 until paid in full, plus reasonable attorney's fees pursuant to the Note and all costs of court.

10. OmniBank reserves all other remedies available to it under the Promissory Note and related Loan Documents.

WHEREFORE, PREMISES CONSIDERED, OmniBank prays that this Court enter judgment against the Defendant, Murray D. Wikol, in the principal amount of \$1,930,970.38, plus interest through June 6, 2011 of \$31,539.18, late fees of \$3,463.99, plus interest on said principal amount accruing at the rate of \$375.46646 per diem (7.0% per annum) from and after June 6, 2011 until paid in full, plus reasonable attorney's fees pursuant to the Note and all costs of court and further prays for any other relief that may be just given the premises.

Dated this the 20th day of June, 2011.

Respectfully submitted,

OMNIBANK

By: 

William J. Little, Jr., Its Attorney

OF COUNSEL:

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